

**SECOND AMENDMENT TO THE EQUIPMENT MAINTENANCE/
LOCATION ACCESS AGREEMENT BY AND BETWEEN
THE CITY OF CHICAGO, BY AND THROUGH ITS
DEPARTMENT OF FLEET AND FACILITIES
MANAGEMENT (2FM) f/k/a FLEET MANAGEMENT
AND THE CHICAGO TRANSIT AUTHORITY**

This Second Amendment to the Equipment Maintenance/Location Access Agreement is made and entered into as of this 26th day of April, 2018, by and between the City of Chicago (the “**City**”), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facilities Management (2FM) f/k/a Fleet Management (“**2FM**”), and the Chicago Transit Authority (“**CTA**”), a municipal corporation.

RECITALS:

WHEREAS, pursuant to an ordinance passed by the Chicago Transit Board on October 15, 2007, the CTA was authorized to enter into an Equipment Maintenance/Location Access Agreement (the “**Agreement**”) with the City wherein Fleet Management n/k/a 2FM agreed to maintain and repair certain CTA non-revenue vehicles as defined in the Agreement;

WHEREAS, the Agreement was fully executed by both CTA and the City on April 25, 2008, and will expire on April 26, 2018;

WHEREAS, the parties entered into a First Amendment, on or after December 15, 2010, whereby the parties agreed to a rent credit reduction to \$9,140 per month and a reduction of approximately 2,394 square feet in the Fleet Operations Area as defined in the Agreement;

WHEREAS, the parties desire to enter into this Second Amendment to extend the term of the Agreement for five years;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

Article 6, Section 6.01 of the Agreement is amended by deleting the section in its entirety and replacing it as follows:

6.01 The Term of the Agreement shall commence on the date of its execution and shall be effective, until April 25, 2023 (“**Term**”), unless terminated in accordance with the provisions provided herein.

All remaining terms of the Agreement, as amended, will remain in full force and effect and the parties hereby ratify and confirm such terms.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the day and year first written above.

CITY OF CHICAGO, ILLINOIS

BY: _____

[REDACTED]
Commissioner

Department of Fleet and Facilities
Management (2FM)

CHICAGO TRANSIT AUTHORITY

BY: _____

[REDACTED]

Approved as to form and substance
for the sole benefit of CTA, subject
to proper authorization and
execution thereof.

[REDACTED]
Attorney